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Of Attorneys for Plaintiff Kitsap Rifle and Revolver Club

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON

TACOMA DIVISION

KITSAP RIFLE AND REVOLVER CLUB,

CV.

Plaintiff.

COMPLAINT

V.

Breach of Insurance Contract Declaratory Judgment

NORTHLAND INSURANCE COMPANY,

DEMAND FOR JURY TRIAL

Defendant.

Plaintiff alleges:

JURISDICTION

1.

The United States District Courts have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States. 28 USC § 1332(a)(1).

111

2.

The District Court of the Western District of Washington is the proper venue for this action pursuant to 28 USC § 1391(a)(2) as it is the judicial district in which a substantial part of the events or omissions giving rise to the claim occurred.

3.

The real property that is the subject of this dispute is located in the City of Bremerton, State of Washington.

4.

Plaintiff Kitsap Rifle and Revolver Club (“KRRC”) is a Washington corporation.

5.

At all material times herein, Defendant Northland Insurance Company (“Northland”) is a Minnesota corporation conducting business in the state of Washington.

PLAINTIFF'S FIRST CLAIM FOR RELIEF

(Breach of Insurance Contract)

6.

Plaintiff incorporates paragraphs 1 through 5 above and further alleges:

From approximately 1993 to 2006, Northland provided liability insurance coverage to KRRC under several policies, including policy numbers CPP 101433, NC 009819, and NC 012565 (“the Policies”). The Policies provide coverage for defense of suits against KRRC in which liability for property damage is alleged.

7.

On or about September 9, 2010, Kitsap County filed a suit against KRRC in the Superior Court of Washington for Pierce County (“the Suit”). A true copy of the Complaint is attached as Exhibit 1, and a true copy of the Amended Complaint is attached as Exhibit 2. KRRC tendered the Suit to Northland for defense on or about October 28, 2010. Northland refused to defend the suit.

1 8.

2 Northland has denied coverage and therefore breached the contract.

3 9.

4 KRRC has incurred costs related to the defense of the Suit in the approximate amount
5 of \$100,000, none of which Northland has paid. KRRC continues to incur its costs of
6 defense.

7 10.

8 KRRC has performed all conditions precedent required under the policies or such
9 conditions have been waived, excused, and/or discharged.

10 11.

11 As a result of Northland's breach, KRRC has been damaged in an amount to be
12 proven at trial. Northland is liable for prejudgment interest on KRRC's damages pursuant to
13 RCW 4.56.110 and to the fullest extent of the law.

14 12.

15 KRRC is entitled to reasonable attorney fees related to the pursuit of this action.

16 **PLAINTIFF'S SECOND CLAIM FOR RELIEF**

17 **(Declaratory Judgment)**

18 13.

19 KRRC realleges and incorporates by reference the allegations in paragraphs 1 through
20 12, and further alleges that:

21 14.

22 There has arisen and now exists an actual and substantial controversy between KRRC
23 and Northland relating to Northland's duty to defend the Suit and its liability for future
24 defense costs under the Policies.

25 15.

26 KRRC is damaged by this controversy and has been, and will be, required to expend

1 funds to pay defense costs that are covered under the Policies. KRRC's damages will
2 continue until the controversy is resolved.

3 16.

4 KRRC is entitled to declaratory judgment against Northland that 1) Northland has a
5 duty to defend KRRC from the Suit, and 2) that Northland is liable for all reasonable defense
6 costs incurred by KRRC.

7 WHEREFORE, KRRC prays for relief as follows:

ON ITS FIRST CLAIM FOR RELIEF

- 9 a. Judgment for KRRC in an amount to be determined at trial plus prejudgment
10 interest;
11 b. Costs and attorney fees; and
12 c. Any other relief the Court deems equitable and proper.

ON ITS SECOND CLAIM FOR RELIEF

14 Declaratory judgment at law that:

- 15 a. Northland has a duty to defend the Kitsap County suit;

16 b. Northland must pay KRRC's future defense costs as awarded by supplemental

17 judgment; and

18 c. Northland must pay for all reasonable attorney fees and costs incurred related

19 to this action.

20 DATED this 6th day of January, 2011.

CHENOWETH LAW GROUP, PC

/s/ Brian D. Chenoweth
Brian D. Chenoweth, WSBA #25877
Of Attorneys for Plaintiff
Trial Attorney: Same